

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

BKY No. 17-41184

Ruby Red Dentata, LLC

Debtor.

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**NOTICE OF HEARING AND AMENDED MOTION FOR AN ORDER  
AUTHORIZING SALE OF PROPERTY FREE AND CLEAR OF INTERESTS**

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To: Parties specified in Local Rule 9013-3.

1. Randall L. Seaver, the duly-appointed Chapter 7 Trustee in the above-referenced bankruptcy case ("Trustee"), moves the Court for the relief requested below and gives notice of hearing.
2. The Trustee files this amended motion to modify certain terms of the sale agreement described in the Notice of Hearing and Motion for an Order Authorizing Sale of Property Free and Clear of Interests, filed on September 3, 2019 (Doc. 233).
3. The Court will hold a hearing on this amended motion at 11:00 a.m. on October 1, 2019, before the Honorable William J. Fisher, Courtroom 2B, U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101.
4. Any response to this motion must be filed and served by delivery not later than Thursday, September 27, 2019 which is five days before the time set for the hearing (including Saturdays, Sundays and holidays). UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.
5. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334,

Rule 5005 of the Federal Rules of Bankruptcy Procedure, and Local Rules 1070-1 and 1073-1. This is a core proceeding. The Debtor filed a voluntary Chapter 11 Petition on April 24, 2017, and on September 11, 2018, the case was converted to a Chapter 7.

6. This Motion arises under 11 U.S.C. §§ 363(b) and 365, Federal Rules of Bankruptcy Procedure 2002, 6004, 6006 and 9019, and Local Rule 6004-1.

**REQUESTED RELIEF**

7. The Bankruptcy Estate is currently the owner of real property located at 20 North Fourth Street, 327 1<sup>st</sup> Avenue North and 28 North 4<sup>th</sup> Street, Minneapolis, MN 55401, legally described as follows:

**Lots 10, 11, and 12, Auditor's Subdivision No. 152, Hennepin County, Minnesota**

(the "Real Property"). The Real Property consists of two commercial buildings.

8. The Trustee seeks authorization to sell the bankruptcy estate's interest in the Real Property, and the contents thereof, to North Fourth Minneapolis, LLC, a Minnesota Limited Liability Company (the "Buyer") for the sale price of \$37,500. The Trustee has entered into, or will enter into, a commercial purchase agreement with the Buyer in the form attached hereto as Exhibit A.

9. The proposed sale also includes the bankruptcy estate's interests in the following:

- a. All of the personal property including furniture, fixtures and equipment, supplies, materials and inventory, and HVAC components and systems that are not otherwise fixtures;
- b. Together with all of the bankruptcy estate's rights claims and interests in the following leases and causes of action:
  - i. That certain lease agreement, and all of the lessor's rights claims, interests and demands under the lease dated January 2, 2018, between Ruby Red Dentata, LLC, as landlord and Brewer Nelson Entertainment, LLC, as tenant; and including the lease guarantee by Ms. Freedom Brewer, and;

- ii. That certain lease agreement, and all of the lessor's rights claims, interests and demands under the lease dated September 18, 2015, between Ruby Red Dentata, LLC, as landlord and D12 Ventures, LLC. , as tenant; and including the lease guarantee by Mitchell E. Spargur and the related rights and claims of the plaintiff in Hennepin County District Court File No.: 27-CV-16-15530, in the matter of Ruby Red Dentata, LLC v. Mitchell E. Spargur and D12 Ventures, LLC, Filed October 21, 2016; and
- iii. That certain lease agreement, and all of the lessor's rights claims, interests and demands under the lease dated March 8, 2009, between Ruby Red Dentata, LLC, as landlord and Salemh Investment, Inc. dba Happy Days Market, as tenant; and including the lease guarantee by Mr. Gamal Hamed and the related rights and claims of the plaintiff in Hennepin County District Court File No.: 27-CV-16-17113, in the matter of Ruby Red Dentata, LLC. V. Gamal Hamed and Salemh Investment, Inc. filed November 23, 2016

10. The Trustee seeks authorization to sell and transfer the Bankruptcy Estate's interest, right and title to the Real Property free and clear of the following interests to the full extent permissible under 11 U.S.C. § 363(f):

- a. All rights, claims and interests of Mr. Roman Gadaskin arising out of original Purchase Agreement dated March 29, 2018, and as agreed to by Addendum to Commercial Purchase Agreement and Counter Offer dated April 26, 2018 and Buyer executed as at April 30, 2018, as buyer of the Property, and;
- b. All rights, claims and interests of Common Ground Real Estate Investors, LLC and 3121 North Racine, LLC and Mr. Brandon Karow and Mr. Jeffrey A. Dow, arising out of a purchase agreement dated August 2, 2018, for the portion of the Property located at 20-22 North 4th Street, Minneapolis, MN 55401, legally described as Lot 12, Auditor's Subdivision No. 152, Hennepin County, Minnesota, Torrens Property, but not including 327 1st Avenue North.

11. The interests of the parties described in paragraph 10 above are no longer enforceable against the bankruptcy estate or the real property as those contract rights have expired or lapsed due to non-performance and the trustee does not believe the parties have any legal interest in the real property as of the date this motion is filed.

12. With the exception of the interests identified at paragraph 10a and 10b, the proposed sale shall transfer the property subject to all other liens or encumbrances, including but not limited to the following encumbrances of record:

	Type of Lien	Date File	Amount	In Favor Of
a.	Mortgage	4/5/2007	\$400,000	Harvest Bank f/k/a State Bank of Kimball
b.	Corrective Mortgage	9/25/2009	\$359,000	Toby B. Brill (correcting Doc. # T4689000)
c.	Attorney Lien	12/10/2009	\$22,990.45	Saliterman & Siefferman, P.C.
d.	Mechanic Lien	3/22/2012	\$8,322.00	Sternberg Electric Service, Inc.
e.	Attorney Lien	9/10/2012	\$7,378.30	Arthur D. Walsh
f.	Judgment	02/02/2015	\$5,660.50	Nickolaus Mulcahy
g.	Judgment	6/30/2016	\$11,382.04	Arthur D. Walsh
h.	Judgment	11/02/2016	\$3,750.00	Asa-Azriel F. Rice

13. The Buyer agrees to accept the Real Property subject to any outstanding real estate taxes. The Estate has agreed to pay the deed tax required by Minnesota Statutes Chapter 287 for the filing of the Trustee's Quit Claim Deed.

14. The parties have also agreed that the bankruptcy estate is responsible for the expense of the insurance the Trustee has placed on the Real Property through the closing date, after which the Buyer shall be responsible for obtaining her own insurance and bears the expense of such insurance. The Trustee has also agreed to pay, in aggregate, a total of \$2,000.00 toward any outstanding invoices relating to utilities or other maintenance related expenses invoiced to maintain the Real Property prior to the closing date; if the outstanding invoices for utilities or other maintenance related charges incurred prior to closing exceed the aggregate sum of \$2,000.00, the amount in excess of \$2,000.00 is the responsibility of the Buyer.

15. The bankruptcy estate is not represented by a real estate agent in this transaction, and no commission will be paid. The bankruptcy estate may incur other standard closing costs in finalizing this sale, costs which will be paid from the sale proceeds received by the bankruptcy estate.

16. The Trustee requests that the order approving this sale be effectively immediately pursuant to Fed. R. Bankr. P. 6004(h).

17. Pursuant to Local Rule 9013-2(c), the Trustee gives notice that he may, if necessary, testify at the hearing regarding the proposed sale.

WHEREFORE, the Trustee moves the court for an order as follows:

1. Authorizing the Trustee to sell the bankruptcy estate's interest in the real property, located at 20 North Fourth Street, 327 1<sup>st</sup> Avenue North and 28 North 4<sup>th</sup> Street, Minneapolis, MN 55401 and legally described as:

**Lots 10, 11, and 12, Auditor's Subdivision No. 152, Hennepin County, Minnesota**

along with additional assets relating to the Real Property as described in the commercial purchase agreement between the Trustee and North Fourth Minneapolis, LLC, to North Fourth Minneapolis, LLC for the sale price of \$37,500;

2. Ordering that the trustee's sale of the real property and assets is sold free and clear of the following liens, claims, encumbrances and interests pursuant to 11 U.S.C. § 363(f):

- a. All rights, claims and interests of Mr. Roman Gadaskin arising out of original Purchase Agreement dated March 29, 2018, and as agreed to by Addendum to Commercial Purchase Agreement and Counter Offer dated April 26, 2018 and Buyer executed as at April 30, 2018, as buyer of the Property, and;
- b. All rights, claims and interests of Common Ground Real Estate Investors, LLC and 3121 North Racine, LLC and Mr. Brandon Karow and Mr. Jeffrey A. Dow, arising out of a purchase agreement dated August 2, 2018, for the portion of the Property

located at 20-22 North 4th Street, Minneapolis, MN 55401, legally described as Lot 12, Auditor's Subdivision No. 152, Hennepin County, Minnesota, Torrens Property, but not including 327 1st Avenue North.

3. Ordering that the transfer of the real property to North Fourth Minneapolis, LLC constitutes a legal, valid and effective transfer, assignment, sale and conveyance of the bankruptcy estate's interest in the real property and assets described in the purchase agreement and shall vest North Fourth Minneapolis, LLC with all right, title and interest in such acquired assets.

4. Authorizing the trustee to execute such documents as are necessary to finalize the sale;

5. Authorizing the trustee to pay all standard closing costs necessary to complete the transaction, including the state deed tax and up to \$2,000 for any outstanding utility expenses incurred prior to closing.

6. Ordering that the order approving the sale is effective immediately notwithstanding Fed. R. Bankr. P. 6004(h); and

7. Any other relief the court deems appropriate.

**FULLER, SEAVER & SWANSON, P.A.**

Dated: September 10, 2019

By /e/ Matthew D. Swanson  
Matthew D. Swanson 390271  
Fuller, Seaver & Swanson, P.A.  
12400 Portland Ave. S., Suite 132  
Burnsville, MN 55337  
(952) 890-0888

Attorneys for the Trustee

**VERIFICATION**

I, Randall L. Seaver, Trustee of the Bankruptcy Estate of the moving party named in the foregoing Notice of Hearing and Motion for an Order Authorizing Sale of Assets Free and Clear of Interests, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Dated: September 10, 2019

/e/ Randall L. Seaver  
Randall L. Seaver, Trustee

## COMMERCIAL PURCHASE AGREEMENT

This Commercial Purchase Agreement (the "AGREEMENT") dated as of September \_\_, 2019 by and between Randall L. Seaver, as Trustee of the Ruby Red Dentata, LLC bankruptcy estate, (the "SELLER") at Fuller Seaver & Swanson, PA, 12400 Portland Avenue South, Suite 132, Burnsville, MN 55337, a Professional Association and North Fourth Minneapolis, LLC, a Minnesota limited liability company (the "BUYER") at 5115 Excelsior Boulevard, No 231, Minneapolis, MN 55416, a Minnesota Limited Liability Company.

1. **Sale Price and Earnest Money.** Buyer has escrowed the sum of Thirty-Seven Thousand Five Hundred Dollars and No Cents Dollars (\$37,500) as both earnest money and in full payment for the purchase of property at 20 North Fourth Street, 327 1<sup>st</sup> Avenue North and 28 North 4<sup>th</sup> Street, Minneapolis, MN 55401, situated in the County of Hennepin, State of Minnesota, and legally described as follows:

### **Lots 10, 11 and 12, Auditor's Subdivision, No 152, Hennepin County, MN.**

together with the following personal property:

All of the personal property including furniture, fixtures and equipment, supplies, materials and inventory, and HVAC components and systems that are not otherwise fixtures

Together with all of the Seller's rights claims and interests in the following leases and causes of action:

- That certain lease agreement, and all of the lessor's rights claims, interests and demands under the lease dated January 2, 2018, between Ruby Red Dentata, LLC, as landlord and Brewer Nelson Entertainment, LLC, as tenant; and including the lease guarantee by Ms. Freedom Brewer, and;

That certain lease agreement, and all of the lessor's rights claims, interests and demands under the lease dated September 18, 2015, between Ruby Red Dentata, LLC, as landlord and D12 Ventures, LLC. , as tenant; and including the lease guarantee by Mitchell E. Spargur and the related rights and claims of the plaintiff in Hennepin County District Court File No.: 27-CV-16-15530, in the matter of Ruby Red Dentata, LLC v. Mitchell E. Spargur and D12 Ventures, LLC, Filed October 21, 2016; and

- That certain lease agreement, and all of the lessor's rights claims, interests and demands under the lease dated March 8, 2009, between Ruby Red Dentata, LLC, as landlord and Salemh Investment, Inc. dba Happy Days Market , as tenant; and including the lease guarantee by Mr. Gamal Hamed and the related rights and claims of the plaintiff in Hennepin County District Court File No.: 27-CV-16-17113, in the matter of Ruby Red Dentata, LLC. V. Gamal Hamed and Salemh Investment, Inc. filed November 23, 2016.

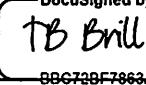
The foregoing leases and related claims, are sometimes collectively referred to as the (“LEASE CLAIMS”). The Real Property and Personal Property and the Lease Claims are sometimes collectively referred to as the (“PROPERTY”), all of which the undersigned agrees to sell to Buyer for the sum of Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500), which Buyer agrees to pay in the following manner: Earnest money herein paid \$37,500 on August 2, 2019 to be released at closing.

2. **Deed/Marketable Title.** Subject to performance by Buyer, Seller agrees to execute and deliver a recordable Trustee Quit Claim Deed conveying marketable title to the Property subject to the following exceptions:
  - a. Building and zoning laws, ordinances, State and Federal regulations;
  - b. Restrictions relating to use or improvement of the premises without effective forfeiture provision;
  - c. Reservation of any minerals or mineral rights to the State of Minnesota;
  - d. Utility and drainage easements which do not interfere with present improvements;
  - e. Liens, mortgages, and encumbrances of record, including those identified in Exhibit 1 to this Agreement;
  - f. Rights of tenants as follows:  
The Lease Claims and access to offices, reception area, media and conference rooms, kitchen, lavatory and laundry, storage, closets and areas of ingress and egress.
3. **Court Approval.** This Agreement is subject to the approval of the United States Bankruptcy Court. The parties shall use their best efforts and cooperate with one another to obtain court approval as promptly as possible; but in any event, in sufficient time to close on or before October 8, 2019. The parties shall seek approval of the court as a sale free and clear of all interests under 11 U.S.C. §363(f), subject to the exceptions stated above. Without limiting the foregoing, the sale shall be free and clear of claims, rights and interests of:
  - i. All rights, claims and interests of Mr. Roman Gadaskin arising out of original Purchase Agreement dated March 29, 2018, and as agreed to by Addendum to Commercial Purchase Agreement and Counter Offer dated April 26, 2018 and Buyer executed as at April 30, 2018, as buyer of the Property, and;
  - ii. All rights, claims and interests of Common Ground Real Estate Investors, LLC and 3121 North Racine, LLC and Mr. Brandon Karow and Mr. Jeffrey A. Dow, arising out of a purchase agreement dated August 2, 2018, for the portion of the Property located at 20-22 North 4th Street, Minneapolis, MN 55401, legally described as Lot 12, Auditor’s Subdivision No. 152, Hennepin County, Minnesota, Torrens Property, but not including 327 1st Avenue North.If court approval is not obtained on or before October 8, 2019, or if the court does not approve the sale, this Agreement shall terminate automatically, of its own accord; and the escrow agent shall return the Buyer’s earnest money deposit to the Buyer.
4. **Real Estate Taxes and Special Assessments, Deed Tax.** The Buyer shall pay all real estate taxes and special assessments. Seller shall pay the deed tax required by Minnesota Statutes chapter 287.

5. **Allocation of Past Due Operating Expenses.** The Seller is responsible for the expense of the insurance he has placed on the real property through the Closing Date, after which the Buyer shall be responsible for obtaining her own insurance and bears the expense of such insurance. The Trustee also agrees to pay, in aggregate, a total of \$2,000.00 toward any outstanding invoices relating to utilities or other maintenance related expenses invoiced to maintain the Real Property prior to the Closing Date; if the outstanding invoices for utilities or other maintenance related charges incurred prior to Closing exceed the aggregate sum of \$2,000.00, the amount in excess of \$2,000.00 is the responsibility of the Buyer.
6. **Damage to the Property.** If there is any loss or damage to the Property between the date hereof and the date of Closing, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the Closing, Seller shall cause the damage to Property to be repaired.
7. **Title Insurance.** Buyer shall, as promptly as possible obtain:
  - a. A commitment for an owner's policy of title insurance on a current ALTA form issued by Old Republic National Title Insurance Company, an insurer licensed to write title insurance in Minnesota.
  - b. Buyer shall pay for the title insurance premium for an owner's policy, together with the costs for any endorsements or other coverage requested by Buyer.
  - c. If Buyer is unable to obtain reasonable assurance that it can obtain insurable title as of the date of closing (subject to the exceptions stated in Section 2) within fifteen days after execution of this Agreement, Buyer may cancel this Agreement and obtain its earnest money back.
8. **Escrow; Closing.** Commercial Partners Title, 200 South Sixth Street, Suite 1300, Minneapolis, MN 55402, shall act as escrow agent to hold the Buyer's earnest money deposit and as closing agent to close this purchase and sale transaction. At closing the Buyer shall deliver the purchase price by releasing the earnest money deposit from escrow; and the Seller shall deliver a trustee's quit claim deed in form and substance reasonably satisfactory to the Buyer and its counsel and sufficient to convey fee title subject to the permitted encumbrances. The parties shall each deliver such other and additional documents and instruments as may be reasonably requested by the other party or the escrow agent. The Seller shall deliver possession to the Buyer as of the date and time of closing.
9. **Time.** Time is of the essence for all provisions of this contract.
10. **Survival.** All of the warranties, representations and covenants of this Agreement shall survive and be enforceable after the Closing.
11. **Successors and Assigns.** All provisions of this Agreement shall be binding on the Buyer's and Seller's successors and assigns.
12. **Acceptance Deadline.** This offer to purchase, unless accepted sooner, shall be null and void at 11:59 p.m. on September 13, 2019. If this offer becomes void, all earnest money will be refunded to Buyer.
13. **Representation.** Neither party is represented by a realtor in connection with these transactions.

14. **Condition of Property.** The Property is being sold as is/where is, without any representations as to condition.
15. **Entire Agreement.** This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement. No waiver of any of the terms of this Agreement will be effective unless in writing executed by the parties.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.**

<b>Seller: Randall L. Seaver, Trustee</b> By _____ Date _____  <b>Randall L. Seaver, Trustee</b>	<b>Buyer: North Fourth Minneapolis, LLC.</b> By  <small>DocuSigned by: 98673BF7863A448...</small> Date <u>9/9/2019</u>  <b>Toby B. Brill, its Chief Executive Member</b>
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**EXHIBIT 1**  
**LIENS AND ENCUMBRANCES**

<u>Type of Lien</u>	<u>Date Filed</u>	<u>Amount</u>	<u>In Favor Of</u>
Mortgage	04/25/2007	\$400,000.00	Harvest Bank f/k/a State Bank of Kimball
Corrective Mortgage	09/25/2009	\$359,000.00	Toby B. Brill (correcting Doc.#T4689000)
Atty. Lien	12/10/2009	\$22,990.45	Saliterman & Siefferman, P.C.
Mech. Lien	03/22/2012	\$8,322.00	Sternberg Electric Service, Inc.
Atty. Lien	9/10/2012	\$7,378.30	Arthur D. Walsh
Judgment	02/02/2015	\$5,660.50	Nickolaus Mulcahy
Judgment	06/03/2016	\$11,382.04	Arthur D. Walsh
Judgment	11/02/2016	\$3,750.00	Asa-Azriel F. Rice

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:

Ruby Red Dentata, LLC,

Case No. 17-41184  
Chapter 7

Debtor.

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**UNSWORN CERTIFICATE OF SERVICE**

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I hereby certify that on September 10, 2019, I caused the following documents:

*- Trustee Notice of Hearing and Amended Motion for Order Authorizing Sale of Property Free and Clear of Interests; and  
-Order (proposed)*

to be filed electronically with the Clerk of Court through ECF, and that the above documents will be delivered by automatic e-mail notification pursuant to ECF and this constitutes service or notice pursuant to Local Rule 9006-1(a).

I also mailed a copy of the above documents to the following individuals via First Class U.S. Mail:

Harvest Bank  
c/o Jeffrey A. Peterson  
Gray, Plant, Mooty, Mooty & Bennett, P.A.  
1010 West St. Germain, Suite 500  
St. Cloud, MN 56301

Saliterman & Siefferman, P.C.  
600 South Hwy 169  
Suite 1500  
Minneapolis MN 55426

MN Dept of Revenue  
551 Bankruptcy Section  
PO Box 64447  
St. Paul MN 55164

City of Minneapolis  
250 S. Fourth St. Rm 230  
Minneapolis MN 55415-1321

Sara L. Bruggeman  
Hennepin County Attorney's Office  
A-2000 Government Center  
300 South Sixth Street  
Minneapolis, MN 55487-0200

Kenneth Edstrom  
Sapientia Law Group  
120 South 6th Street, Suite 100  
Minneapolis, MN 55402

IRS District Director  
Room 320 Stop 5700  
30 7th Street E #1222  
St. Paul MN 55401

Internal Revenue Service  
Centralized Insolvency Office  
PO Box 7346  
Philadelphia PA 19101-7346

Salamh Investment, Inc  
dba Happy Days Market  
7367 Memory Lane  
Minneapolis MN 55432

Roman Godaskin  
13112 Sunset Trail  
Minneapolis, MN 55441  
rlshome@comcast.net

Common Ground Real Estate Investors, LLC  
Attn: Brandon Karow  
4852 Upton Ave. So.  
2<sup>nd</sup> Floor  
Minneapolis, MN 55410

Edina Realty  
c/o Jeffrey D. Klobucar  
BASSFORD REMELE, P.A.  
100 South Fifth Street, Suite 1500  
Minneapolis, MN 55402

Toby B. Brill  
28 North 4<sup>th</sup> Street  
Minneapolis, MN 55401

Sternberg Electric  
Attn: Garth Sternberg  
15246 Lake Drive NE  
Forest Lake, MN 55025

Common Ground Real Estate Investors, LLC  
Attn: Brandon Karow  
6201 N Breezy Drive  
Milton, WI 53563

Sternberg Electric  
Attn: Garth Sternberg  
1915 Highway 36 W, Suite 7  
Roseville, MN 55113

3121 N. Racine, LLC  
Attn: Jeffrey Dow  
1743 W. School Street, No. 2  
Chicago, IL 60657

Arthur D. Walsh  
329 Geneva Ave., No. 117  
Saint Paul, MN 55128

Asa-Azriel F. Rice  
Pot Brand, LLC  
4041 3<sup>rd</sup> Ave. S.  
Minneapolis, MN 55409

Mulcahy Nickolaus, LLC  
Attn: Brian Mulcahy  
2980 Granada Lane North, Suite 100  
Oakdale, MN 55128

Asa-Azriel F. Rice  
Pot Brand, LLC  
1108 Kenwood Parkway, Apt. No. 6  
Minneapolis, MN 55403

Sternberg Electric  
Attn: Garth Sternberg  
18900 Lexington Ave. NE  
Wyoming, MN 55092

I further certify that I caused documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a/ certificateofservice.com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R.Bankr.P. 9001(9) and 2002(g)(4).

Dated: September 10, 2019

/e/ Matthew D. Swanson  
Matthew D. Swanson

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE: RUBY RED DENTATA, LLC

CASE NO: 17-41184

**DECLARATION OF MAILING  
CERTIFICATE OF SERVICE**

Chapter: 7

Judge: William J. Fisher

Hearing Location: Courtroom 2B, U.S. Courthouse, 316 N. Robert Street.

Hearing Date: October 1, 2019

Hearing Time: 11:00 a.m.

Response Date: September 27, 2019

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On 9/10/2019, I did cause a copy of the following documents, described below,

Notice of Hearing and Amended Motion for an Order Authorizing the Sale of Property Free and Clear of Interests

to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R. Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.

Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been served electronically with the documents described herein per the ECF/PACER system.

DATED: 9/10/2019

/s/ Matthew D. Swanson  
Matthew D. Swanson 390271  
mswanson@fssklaw.com  
Fuller, Seaver & Swanson, P.A.  
12400 Portland Ave. S., Suite 132  
Burnsville, MN 55337  
952 890 0922

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE: RUBY RED DENTATA, LLC

CASE NO: 17-41184

**CERTIFICATE OF SERVICE  
DECLARATION OF MAILING**

Chapter: 7

Judge: William J. Fisher

Hearing Location: Courtroom 2B, U.S. Courthouse, 316 N.  
Robert Street.

Hearing Date: October 1, 2019

Hearing Time: 11:00 a.m.

Response Date: September 27, 2019

On 9/10/2019, a copy of the following documents, described below,

Notice of Hearing and Amended Motion for an Order Authorizing the Sale of Property Free and Clear of Interests

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing matrix exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 9/10/2019



Jay S. Jump  
BK Attorney Services, LLC  
d/b/a certificateofservice.com, for  
Matthew D. Swanson  
Fuller, Seaver & Swanson, P.A.  
12400 Portland Ave. S., Suite 132  
Burnsville, MN 55337

CASE INFO

LABEL MATRIX FOR LOCAL NOTICING  
08644  
CASE 17-41184  
DISTRICT OF MINNESOTA  
MINNEAPOLIS  
TUE SEP 10 12-20-17 CDT 2019

COUNTY OF HENNEPIN  
CO MICHAEL O FREEMAN  
HENNEPIN COUNTY ATTORNEY  
2000 COURT TOWER - HCGC  
MINNEAPOLIS MN 55487-0200

EDINA REALTY  
14525 HIGHWAY 7  
STE 245  
MINNETONKA MN 55345-3731

HEIDI INVESTMENTS INC  
7569 BLACKOAKS LANE NORTH  
MAPLE GROVE MN 55311-3724

DEBTOR  
RUBY RED DENTATA LLC  
5115 EXCELSIOR BLVD  
NO 231  
MINNEAPOLIS MN 55416-2906

~~EXCLUDE~~  
MINNEAPOLIS  
301 US COURTHOUSE  
300 SOUTH FOURTH STREET  
MINNEAPOLIS MN 55415-1320

ARTHUR D WALSH  
329 GENEVA AVE N  
STE 117  
ST PAUL MN 55128-6411

BEST FLANAGAN  
MIKE GALESKI  
60 SOUTH SIXTH ST SUITE 2700  
MINNEAPOLIS MN 55402-4452

BEST FLANAGAN LLP  
ATTN DANIEL A KAPLAN  
60 SOUTH SIXTH STREET SUITE 2700  
MINNEAPOLIS MN 55402-4690

CBRE INC  
PO BOX 15531 LOCATION  
CODE 2071  
CHICAGO IL 6069

CENTERPOINT ENERGY  
PO BOX 1144  
MINNEAPOLIS MN 55440-1144

CENTERPOINT ENERGY  
PO BOX 4567  
HOUSTON TX 77210-4567

CENTURYLINK  
PO BOX 91154  
SEATTLE WA 98111-9254

CITY OF MPLS WATER WORKS  
UTILITY BILLING  
250 S 4TH ST ROOM 200  
MPLS MN 55415-1321

CENTERPOINT ENERGY  
PO BOX 4671  
HOUSTON TX 77210-4671

CITY OF MINNEAPOLIS  
250 S FOURTH ST RM 230  
MINNEAPOLIS MN 55415-1321

D12 VENTURES LLC  
2900 WASHINGTON AVENUE NORTH  
MINNEAPOLIS MN 55411-1630

D12 VENTURES LLC  
CO SAMUEL L STERN  
2900 WASHINGTON AVENUE NORTH  
MINNEAPOLIS MN 55411-1630

EDINA REALTY INC  
CO BASSFORD REMELE PA  
100 SOUTH FIFTH STREET SUITE 1500  
MINNEAPOLIS MN 55402-1254

FREELAND BRIESE LLC  
327 1ST AVENUE N  
SUITE 200  
MINNEAPOLIS MN 55401-1609

HARVEST BANK  
ATTN KEITH MARKWARDT  
75 NORTH MAIN STREET  
KIMBALL MN 55353-5401

HENNEPIN COUNTY  
A600 GOVERNMENT CENTER  
300 S 6TH STREET  
MINNEAPOLIS MN 55487-0999

INTERNAL REVENUE SERVICE  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

KINGFIELD CONSTRUCTION PRODUCT  
20 NORTH 4TH STREET  
SUITE 300 WEST  
MINNEAPOLIS MN 55401-1712

MR ARTHUR D WALSH  
117 LAKEVIEW TERRACE  
329 GENEVA AVENUE NO  
ST PAUL MN 55128-6409

MS TOBY BRILL  
5115 EXCELSIOR BOULEVARD  
NO 231  
MINNEAPOLIS MN 55416-2906

MITCHELL E SPARGUR  
CO SAMUEL L STERN  
2900 WASHINGTON AVENUE NORTH  
MINNEAPOLIS MN 55411-1630

MR ARTHUR D WALSH  
117 LAKEVIEW TERRACE  
329 GENEVA AVENUE N  
SAINT PAUL MN 55128-6409

PLOT BRAND LLC  
1022 S HIGHLAND AVE  
LOS ANGELES CA 90019-1748

PLOT BRAND LLC  
4041 3RD AVE SO  
MINNEAPOLIS MN 55409-1610

S STEVEN PRINCE  
825 NICOLLET MALL  
SUITE 1648  
MINNEAPOLIS MN 55402-2705

STEVEN B NOSEK PA  
2855 ANTHONY LN SOUTH 201  
ST ANTHONY MN 55418-2637

SALAMH INVESTMENT INC  
DBA HAPPY DAYS MARKET  
7367 MEMORY LANE  
MINNEAPOLIS MN 55432-3218

SALITERMAN SIEFFERMAN PC  
600 SOUTH HWY 169  
SUITE 1500  
MINNEAPOLIS MN 55426-1230

SAMUEL L STERN  
BRIDGE LAW GROUP LTD  
2900 WASHINGTON AVE N  
MINNEAPOLIS MN 55411-1630

SCHAFFER RICHARDSON INC  
900 N 3RD STREET  
MINNEAPOLIS MN 55401-1017

SCHAFFER RICHARDSON INC  
900 NORTH THIRD STREET  
MINNEAPOLIS MN 55401-1017

SCHAFFER RICHARDSON INC  
901 N 3RD STREET  
SUITE 218  
MINNEAPOLIS MN 55401-1051

TOBY B BRILL  
28 NORTH 4TH STREET  
MINNEAPOLIS MN 55401-1712

US TRUSTEE  
300 SOUTH FOURTH ST  
SUITE 1015  
MINNEAPOLIS MN 55415-3070

US TRUSTEE  
1015 US COURTHOUSE  
300 S 4TH ST  
MINNEAPOLIS MN 55415-3070

XCEL ENERGY  
414 NICOLLET MALL  
MINNEAPOLIS MN 55401-1993

XCEL ENERGY  
PO BOX 9477  
MINNEAPOLIS MN 55484-9477

XCEL ENERGY NORTH  
BY AMERICAN INFOSOURCE AS AGENT  
PO BOX 268872  
OKLAHOMA CITY OK 73126-8872

ARTHUR D WALSH  
329 GENEVA AVE N 117  
ST PAUL MN 55128-6411

ROMAN GADASKIN  
13112 SUNSET TRAIL  
PLYMOUTH MN 55441-5516

RANDALL L SEAVER  
12400 PORTLAND AVENUE SOUTH  
SUITE 132  
BURNSVILLE MN 55337-6805

STEVEN B NOSEK  
STEVEN NOSEK PA  
2855 ANTHONY LN S  
STE 201  
ST ANTHONY MN 55418-2637

YVONNE R DOOSE  
STEVEN B NOSEK P A  
2855 ANTHONY LN S  
STE 201  
ST ANTHONY MN 55418-2637

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:

BKY No. 17-41184  
Chapter 7 Case

Ruby Red Dentata, LLC

Debtor.

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**ORDER**

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This case is before the court on the trustee's motion for an order authorizing the sale of bankruptcy estate property free and clear of interests pursuant to 11 U.S.C. § 363.

Appearances, if any, were noted upon the record.

Upon the motion and the files,

IT IS ORDERED:

1. The trustee is authorized to sell the bankruptcy estate's interest in the real property, located at 20 North Fourth Street, 327 1<sup>st</sup> Avenue North and 28 North 4<sup>th</sup> Street, Minneapolis, MN 55401 and legally described as:

**Lots 10, 11, and 12, Auditor's Subdivision No. 152, Hennepin County, Minnesota**

(the "Property") along with additional assets relating to the Property as described in the commercial purchase agreement between the trustee and North Fourth Minneapolis, LLC, to North Fourth Minneapolis, LLC for the sale price of \$37,500;

2. The sale of the Property and assets is free and clear of the following liens, claims, encumbrances and interests pursuant to 11 U.S.C. § 363(f):

- a. All rights, claims and interests of Mr. Roman Gadaskin arising out of original Purchase Agreement dated March 29, 2018, and as agreed to by Addendum to Commercial Purchase Agreement and Counter Offer dated April 26, 2018 and Buyer executed as at April 30, 2018, as buyer of the Property, and;

- b. All rights, claims and interests of Common Ground Real Estate Investors, LLC and 3121 North Racine, LLC and Mr. Brandon Karow and Mr. Jeffrey A. Dow, arising out of a purchase agreement dated August 2, 2018, for the portion of the Property located at 20-22 North 4th Street, Minneapolis, MN 55401, legally described as Lot 12, Auditor's Subdivision No. 152, Hennepin County, Minnesota, Torrens Property, but not including 327 1st Avenue North.
  3. Sale of the Property to North Fourth Minneapolis, LLC constitutes a legal, valid and effective transfer, assignment, sale and conveyance of the bankruptcy estate's interest in the Property and assets described in the commercial purchase agreement and shall vest North Fourth Minneapolis, LLC with all right, title and interest in such acquired assets.
  4. The trustee is authorized to execute such documents as are necessary to finalize the sale.
  5. The trustee is authorized to pay all standard closing costs necessary to complete the transaction, including the state deed tax and up to \$2,000 for any outstanding utility expenses incurred prior to closing.
  6. This Order is effective immediately notwithstanding Fed. R. Bankr. P. 6004(h).

Dated:

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William J. Fisher  
United States Bankruptcy Judge